

2021-44930 / Court: 125

NO. _____

VALERIE BARTON
Plaintiff,

V.

AVIS BUDGET GROUP, INC. AND
AVIS BUDGET CAR RENTAL, LLC
Defendants.

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IN THE DISTRICT COURT

— JUDICIAL DISTRICT

OF HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Valerie Barton, hereinafter called Plaintiff, complaining of and about Avis Budget Group, Inc. and Avis Budget Car Rental, LLC, hereinafter called Defendants, and for cause of action would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, Valerie Barton, is an Individual whose address is 6300 Richmond Ave. Ste. 201, Houston, Texas 77057.
3. The last three numbers of Valerie Barton's driver's license number are 351.
4. Defendant Avis Budget Group, Inc., a Nonresident Corporation, may be served pursuant to sections 5.201 and 5.255 of the Texas Business Organizations Code by serving the registered agent of the corporation, Corporation Service Company, at 701 Brazos, Ste. 1050, Austin, TX 78701, its registered office. Service of said Defendant as described above can be affected by personal delivery.
5. Defendant Avis Budget Car Rental, LLC, a Limited Liability Company based in

Texas, may be served with process by serving the registered agent of said company, Corporation Service Company, at 211 E. 7th Street, Ste. 620, Austin, TX 78701-3218, its registered office. Service of said Defendant as described above can be affected by personal delivery.

JURISDICTION AND VENUE

6. The subject matter in controversy is within the jurisdictional limits of this court.

7. Plaintiff seeks:

a. monetary relief of \$250,000 or less and non-monetary relief.

8. This court has jurisdiction over Defendant Avis Budget Group, Inc., because said Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Avis Budget Group, Inc. will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

9. Plaintiff would show that Defendant Avis Budget Group, Inc. had continuous and systematic contacts with the state of Texas sufficient to establish general jurisdiction over said Defendant.

10. Furthermore, Plaintiff would show that Defendant Avis Budget Group, Inc. engaged in activities constituting business in the state of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant committed a tort in whole or in part in Texas.

11. Venue in Harris County is proper in this cause.

FACTS

12. At all times material hereto, Defendant Avis Budget Group, Inc. was the owner

of the premises located at 17330 Palmetto Pines, Houston, TX 77032.

13. At all times material hereto, Defendant Avis Budget Car Rental, LLC was the owner of the premises located at 17330 Palmetto Pines, Houston, TX 77032.

14. On or about July 25, 2019, Valerie Barton was an Invitee on property controlled by the Defendants and was injured under the following circumstances: Plaintiff was renting a vehicle from Budget Car Rental when she was in line and was injured by the base of a banner stand.

LIABILITY OF DEFENDANT AVIS BUDGET GROUP, INC.

15. At all times mentioned herein, Defendant Avis Budget Group, Inc. owned the property in question, located at 17330 Palmetto Pines, Houston, TX 77032.

16. At all times mentioned herein, Defendant Avis Budget Group, Inc. had such control over the premises in question that Defendant Avis Budget Group, Inc. owed certain duties to Plaintiff, the breach of which proximately caused the injuries set forth herein.

17. On or about July 25, 2019, Valerie Barton was an Invitee on the premises owned by the Defendant when Valerie Barton was injured as a result of the acts and omissions of the Defendant.

**LIABILITY OF DEFENDANT AVIS BUDGET GROUP, INC.
FOR NEGLIGENT CONDUCT OF ACTIVITY ON THE PREMISES**

18. On the date that Valerie Barton was injured, Defendant was conducting or permitting car rentals to occur on Defendant's premises.

19. Defendant failed to conduct such activity in a safe and reasonable manner, a manner which created or perpetuated a danger to Valerie Barton and others, in that the base of a banner injured Plaintiff.

20. Valerie Barton was injured by or as a result of the negligent conduct of that

activity when she was standing in line and the base of a banner injured her.

21. The negligent, careless or reckless acts and omissions of Defendant Avis Budget Group, Inc. consisted of one or more of the following:

A. Defendant failed to discover and remove the faulty banner within a reasonable time.

LIABILITY OF DEFENDANT AVIS BUDGET CAR RENTAL, LLC

22. At all times mentioned herein, Defendant Avis Budget Car Rental, LLC owned the property in question, located at 17330 Palmetto Pines, Houston, TX 77032.

23. At all times mentioned herein, Defendant Avis Budget Car Rental, LLC had such control over the premises in question that Defendant Avis Budget Car Rental, LLC owed certain duties to Plaintiff, the breach of which proximately caused the injuries set forth herein.

24. On or about July 25, 2019, Valerie Barton was an Invitee on the premises owned by the Defendant when Valerie Barton was injured as a result of the acts and omissions of the Defendant.

**LIABILITY OF DEFENDANT AVIS BUDGET CAR RENTAL, LLC
FOR NEGLIGENT CONDUCT OF ACTIVITY ON THE PREMISES**

25. On the date that Valerie Barton was injured, Defendant was conducting or permitting car rentals to occur on Defendant's premises.

26. Defendant failed to conduct such activity in a safe and reasonable manner, a manner which created or perpetuated a danger to Valerie Barton and others, in that the base of a banner injured Plaintiff.

27. Valerie Barton was injured by or as a result of the negligent conduct of that activity when she was standing in line and the base of a banner injured her.

28. The negligent, careless or reckless acts and omissions of Defendant Avis Budget

Car Rental, LLC consisted of one or more of the following:

- A. Defendant failed to discover and remove the faulty banner within a reasonable time.

PROXIMATE CAUSE

29. Each and every, all and singular of the foregoing acts and omissions, on the part of Defendants, taken separately and/or collectively, constitute a direct and proximate cause of the injuries and damages set forth below.

DAMAGES FOR PLAINTIFF, VALERIE BARTON

30. As a direct and proximate result of the occurrence made the basis of this lawsuit, and Defendants' acts as described herein, Plaintiff, Valerie Barton was caused to suffer bodily injuries, and to endure anxiety, pain, and illness resulting in damages more fully set forth below.

31. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, Valerie Barton has incurred the following damages:

- A. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, Valerie Barton for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Harris County, Texas;
- B. Reasonable and necessary medical care and expenses which will, in all reasonable probability, be incurred in the future;
- C. Physical pain and suffering in the past;
- D. Mental anguish in the past;
- E. Physical pain and suffering in the future; and
- F. Mental anguish in the future.

32. By reason of the above, Plaintiff, Valerie Barton has suffered losses and damages in a sum within the jurisdictional limits of the Court and for which this lawsuit is brought.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Valerie Barton, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

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